

0023

To Denise  
File ACT/015/025  
JWS

*Carl E. Kingston*

ATTORNEY AT LAW

53 WEST ANGELO AVENUE

P. O. BOX 15809

SALT LAKE CITY, UTAH 84115

TELEPHONE (801) 486-1458 OR (801) 486-5048

October 24, 1980

#13

James W. Smith, Jr.  
Division of Oil, Gas, and Mining  
1588 West North Temple  
Salt Lake City, Utah 84116

Re: Co-op Mining Company

Dear Mr. Smith:

I have enclosed a copy of the pertinent portions of the insurance policy covering Co-op Mining Company's activities, for your file.

Very truly yours,

*Carl E. Kingston*

Carl E. Kingston

CEK/kj  
Encl

RECEIVED

OCT 28 1980

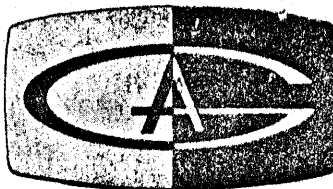
DIVISION OF  
OIL, GAS & MINING

No. GLA 08870

**STOCK COMPANY**

New  
RENEWAL OF NUMBER

PREVIOUS CARRIER



GREAT ATLANTIC INSURANCE COMPANY  
OF DELAWARE

## DECLARATIONS

**Item 1. Named Insured and Address:** (No., Street, Town or City, County, State)

Agent

- Co-Op Mining Co.  
P.O. Box 15631  
Salt Lake City, Utah

Item 2. Policy Period: (Mo. Day Yr.)  
From 8-26-80 to 8-26-81

12:01 A.M., standard time at the address of the named insured as stated hereon.

**C. E. FRANK INSURANCE AGENCY**

**COMMERCIAL & RESIDENTIAL SPECIALTIES  
INSURANCE**

OFF (801) 262-2579  
RES (801) 943-1115

4500 SOUTH 360 EAST  
SALT LAKE CITY, UTAH 84107

**The named insured is:**

☐ Individual    ☐ Partnership    ☒ Corporation

☐ Joint Venture      ☐ Other:

Business of the named insured is: (ENTER BELOW)  
Mining

**Audit Period:** Annual, unless otherwise stated. (ENTER BELOW)

**Item 3.** The insurance afforded is only with respect to the Coverage Part(s) indicated below by specific premium charge(s) and attached to and forming a part of this policy.

[illegible]

**State Tax: \$83.88** \$50.00 minimum earned premium

\* If the Policy Period is more than one year and the premium is to be paid in installments, premium is payable on:

Effective Date	1st Anniversary	2nd Anniversary
\$	\$	\$

**Item 4.** During the past three years no insurer has cancelled insurance, issued to the named insured, similar to that afforded hereunder, unless otherwise stated herein:

**Countersigned:**

Underwritten by Fidelity General Agency M.G.A.  
Salt Lake City, Utah Ref: 9-22-80 tp

\*Not applicable in Texas

By

Authorized Representative

**MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE**  
**COVERAGE FOR PREMISES AND FOR THE NAMED INSURED'S OPERATIONS IN PROGRESS**

L 6408  
 (Ed. 1-73)

For attachment to Policy No. GLA 08870, to complete said policy.

**ADDITIONAL DECLARATIONS**

Location of all premises owned by, rented to or controlled by the named insured (ENTER "SAME" IF SAME LOCATION AS ADDRESS SHOWN IN ITEM 1 OF DECLARATIONS)  
15 Miles. up Hunington Canyon, Hunington, Utah

Interest of named insured in such premises (CHECK BELOW)

☐ OWNER ☒ GENERAL LESSEE ☐ TENANT ☐ Other \_\_\_\_\_

Part occupied by named insured (ENTER BELOW)

Entire

**SCHEDULE**

The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverages	Limits of Liability		Advance Premiums
	each occurrence	aggregate	
A—Bodily Injury Liability	\$ see FGA-50	<del>see FGA-50</del>	\$ 2,136.00
B—Property Damage Liability	\$ see FGA-50	\$ see FGA-50	\$ 660.00
Form numbers of endorsements attached at issue L-6408(1-73) L-9294(1-73) FID-7 FGA-28(11-78) FGA-50(2-79) FID-6 FID-11(11-77)			\$
Total Advance Premium			\$ 2,796.00

**General Liability Hazards**

Description of Hazards	Code No.	Premium Bases	Rates		Advance Premiums	
			B.I.	P.D.	Bodily Injury	Property Damage
Premises - Operations						
Mining	12002x	c) 400,000	.534	.165	2,136.00	660.00
Escalators (Number at Premises)			Number Insured	Per Landing		
Total Advance B.I. and P.D. Premiums					\$ 2,136.00	\$ 660.00

When used as a premium basis:

- "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;
- "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company.



# FIDELITY INSURANCE GROUP

P.O. BOX 06357 SALT LAKE CITY, UTAH 84106  
Phone 531-8081 Wats 800-453-4648

## ENDORSEMENT

ATTACHED TO AND  
FORMING A PART OF  
POLICY NUMBER

GLA 08870

ENDORSEMENT EFFECTIVE

(STANDARD TIME)  
MO. DAY YR. 12:01 NOON  
A.M.

8 26 80

INSURED

Co-Op Mining Co.

AGENCY AND CODE

68003

Great Atlantic  
Insurance Company

COMBINED SINGLE LIMIT OF LIABILITY  
BODILY INJURY AND PROPERTY DAMAGE LIABILITY

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE (CGA)  
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE  
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE  
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE

In consideration of the premium charged the Schedule is amended as follows:

COMBINED SINGLE LIMIT BASIS		
COVERAGES	LIMITS OF LIABILITY	
A & B. Bodily Injury Liability and Property Damage Liability.	\$ 500,000	each occurrence

The Limits of Liability provision of the Coverage Part is amended to read as follows:

### III. LIMITS OF LIABILITY

Regardless of the number of (1) Insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the Company's liability is limited as follows:

Coverages A and B - The limit of liability stated in the schedule as applicable to "each occurrence" is the total limit of the Company's liability for all damages because of bodily injury or property damage as the result of any one occurrence, provided:

- (1) with respect to all damages caused by the handling or use of or the existence of any condition in goods or products manufactured, sold, handled or distributed by the insured, such limit of liability shall be the total limit of the Company's liability during each annual policy period;
- (2) with respect to all damages arising out of property damage, such limit of liability shall be the total of the Company's liability during each annual policy period as the result of one or more than one occurrence, but said limit of liability shall apply separately to each project with respect to operations being performed away from premises owned by or rented to the Insured;
- (3) with respect to any occurrence for which the notice of this policy is given in lieu of security, or when this policy is certified as proof of financial responsibility under the provisions of the motor vehicle financial responsibility law of any state or province, such limit of liability shall be applied in accordance with the applicable terms of such law, except that the total limit of liability shall not be reduced.

Coverages A and B - For the purpose of determining the limit of the Company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

FGA 50 2/79 IM

A member of the Fidelity Group of Companies